

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 22			
2. CONTRACT NO.		3. SOLICITATION NO. W912CZ-06-R-0008		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 23 Mar 2006		6. REQUISITION/PURCHASE NO. WC1JW8 - FGA			
7. ISSUED BY REGIONAL CONTRACTING OFFICE - ALASKA ATTN: SFCA-PRA BOX 5-525, BLDG 600, RM B242 FORT RICHARDSON AK 99505-0525 TEL: 907-384-7104 FAX: 907-384-7112/7118				8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
<b>SOLICITATION</b>											
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 600 2nd Floor Rm B-242</u> until <u>04:30 PM</u> local time <u>18 Apr 2006</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME MONIQUE D. PELLETIER		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 907-384-7104		C. E-MAIL ADDRESS monique.pelletier@us.army.mil					
<b>11. TABLE OF CONTENTS</b>											
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<b>OFFER (Must be fully completed by offeror)</b>											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)				15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY				CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE	
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Construction Services-Quick Fix Program FFP Competitive Construction Services for Fort Greely, Alaska		Job		
	** LEAVE BLANK - NO AMOUNT NEEDED **				
	**Individual jobs are competed** PURCHASE REQUEST NUMBER: WC1JW8 - FGA				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Construction Services-Quick Fix Program FFP Competitive Construction Services for Fort Greely, Alaska		Job		
	** LEAVE BLANK - NO AMOUNT NEEDED **				
	Individual jobs are competed PURCHASE REQUEST NUMBER: WC1JW8 - FGA				
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Job		
OPTION	Construction Services-Quick Fix Program FFP Competitive Construction Services for Fort Greely, Alaska				
** LEAVE BLANK - NO AMOUNT NEEDED **					
Individual jobs are competed PURCHASE REQUEST NUMBER: WC1JW8 - FGA					

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NET AMT

FOB: Destination

GENERAL STATEMENT

1. This document constitutes a Blanket Purchase Agreement (BPA) for furnishing minor construction jobs and related services for **Fort Greely, AK, surrounding ranges, and facilities**. Typical calls include, but are not limited to, interior electrical work, interior building renovations, painting, and fence installation.
2. Authorized government BPA Callers may place oral or written calls under this BPA within their specific levels of purchase authority. Authorized government BPA Callers may place individual orders (calls) between \$250.00 and \$2,000.00 for "micro-purchase" calls and written calls between \$2,001.00 and \$25,000.00 for competitively priced calls. The Contracting Officer strictly reserves any rights to place calls with a value in excess of \$25,000.00 against this BPA. All calls will be placed in accordance with the terms and conditions stated herein. This BPA is valid for a period time not to exceed three years, unless terminated by either party in writing with an advance notice of at least thirty days.
3. No government funds are obligated by this agreement. The Government will be obligated only to the extent of funds authorized by BPA Caller(s) that were actually made with each call or as stipulated for calls in excess of \$25,000.00 as stated above.
4. The Contractor hereby acknowledges and accepts the terms and conditions as stated herein for each call and certifies it is presently not debarred, suspended, or declared ineligible for award of contracts by any Federal Agency.
5. The Contractor hereby agrees that the clauses referenced or shown as full text are incorporated into and made a part of each call placed against this BPA. The Contractor further agrees to comply with any new regulation, which may be promulgated by the Federal Acquisition Regulation (FAR), or the Defense Federal Acquisition Regulations (DFARS).
6. Prices charged to the Government shall be as low or lower than those charged to the contractor's most favored customer for comparable quantities under similar terms and conditions. The maximum allowable single purchase threshold for Ordering Officers is \$25,000.00 and the maximum single purchase threshold of \$100,000.00 is strictly limited to the Contracting Officer.

7. The Government expects to award up to a maximum of five (5) individual BPA's for general construction services for **Fort Greely AK, surrounding ranges, and facilities.**

### **ORDERING PROCEDURES**

1. The Directorate of Public Works (DPW) Contract Management Division will issue requests for proposals, evaluate each proposal received and place calls in accordance with the following criteria:
2. **Under \$2,000.00** - For orders under \$2,000.00 DPW BPA Caller(s) will rotate calls between each listed contractor.
3. **Over \$ 2,001.00** – DPW will request price proposals from each listed contractor when pending projects exceed the micro-purchase threshold of \$2,001.00. In some cases the BPA Caller(s) may issue additional call(s) that fall under the micro-purchase threshold to the contractor currently working in the immediate area of the new requirement.
4. **Over \$25,000.00** - DPW will request price proposals from each listed contractor when pending projects exceed the estimated threshold of \$25,000.00. In some cases the government may issue additional call(s) that fall under the micro-purchase threshold to the contractor currently working in the immediate area of the new requirement

**Note:** The blanket purchase agreement (BPA) has been sectioned into three different option years for the ability of the government to incorporate new Davis-Bacon and Service Contract Act wage determinations into each option period.

**Evaluation of Request for Proposals for individual Calls** – DPW and RCO-AK will evaluate each proposal received. Calls will be awarded to the contractor with the lowest price that meets or exceeds the required performance period. The completion date will be established by DPW upon Contracting Officer approval and written into the Scope of Work. This means that at times the award will go to the other than lowest price.

### **INVOICING AND PAYROLL**

The Contractor shall submit individual invoices and payroll for each call completed and accepted by the government directly to the following address for payment:

ACA Regional Contacting Office,  
Attention: Monique Pelletier  
P.O. Box 5-525  
Fort Richardson, Alaska 99505-5525  
[monique.pelletier@us.army.mil](mailto:monique.pelletier@us.army.mil)

or

via facsimilie (*preferred method for invoice*) at (907) 384-7118 ATTN: Monique Pelletier or Steve Russell.

Because payments will be made by Government Purchase Cards, **Contractors must be capable of processing credit card payments.**

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2006 TO 30-APR-2007	N/A	DIRECTORATE OF PUBLIC WORKS BRUCE PFAU ENGINEERING CONTRACT MANAG ATTN:APVR-RPW-ENC BLDG 724 FT. RICHARDSON AK 99505-6525 384-1824 FOB: Destination	RPWENC
0002	POP 01-MAY-2007 TO 30-APR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWENC
0003	POP 01-MAY-2008 TO 30-APR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	RPWENC

Section G - Contract Administration Data

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-7	Central Contractor Registration	OCT 2003
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-13	Time Extensions	SEP 2000
52.211-18	Variation in Estimated Quantity	APR 1984
52.215-2	Audit and Records--Negotiation	JUN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-6	Davis Bacon Act	JUL 2005
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	JUL 2005
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	JUL 2005
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-30	Davis-Bacon Act--Price Adjustment (None or Separately Specified Method)	DEC 2001
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005



52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-4	Recovered Material Certification	OCT 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-9	Buy American Act--Construction Materials	JAN 2005
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-27	Prompt Payment for Construction Contracts	SEP 2005
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.242-15	Stop-Work Order	AUG 1989
52.243-4	Changes	AUG 1987
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.249-1 Alt I	Termination for Convenience of the Government (Fixed-price) (Short Form) (Apr 1984) - Alternate I	APR 1984
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.243-7001	Pricing Of Contract Modifications	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Blanket Purchase Agreement (BPA) resulting from this solicitation.

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 45 days exercise the option.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30-days of expiration of this BPA; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45-days before the BPA expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36-Months.

(End of clause)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236210.

(2) The small business size standard is 1522.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(a) General. The Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(b) Contractor payment request. In accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor, the Contractor shall make such payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with the terms of this contract.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

#### 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor \_\_\_\_\_. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

#### 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (1) The Contractor's failure to conform to contract requirements; or
- (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--
  - (1) Obtain all warranties that would be given in normal commercial practice;
  - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
  - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

#### RCO-AK 0001 CONTACT FOR CONTRACT ADMINISTRATION (Local Clause)

In the event your organization receives a contract as a result of this solicitation, please designate a person whom we may contact for contract administration.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

(End of Clause)

RCO-AK 002 PERIOD OF PERFORMANCE (Local Clause)

The basic period of performance of any agreement resulting from this solicitation is anticipated to be from 1 May 2006, or date of contract award, whichever is later, through 30 April 2009.

(End of Clause)

RCO-AK 004 HOLIDAYS (Local Clause)

The following federal legal holidays are to be observed in performance of the resulting contract:

New Year's Day (1 January of every year)  
Martin Luther King Day (3rd Monday in January)  
President's Day (3rd Monday in February)  
Good Friday (Friday Preceding Easter Sunday)  
Memorial Day (4th Monday in May)  
Independence Day (4th of July each year)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)  
Veteran's Day (11th of November each year)  
Thanksgiving (4th Thursday in November)  
Christmas (25th of December each year)

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by United States Government agencies.

(End of clause)

RCO-AK 005 PAYMENT OFFICE POINT OF CONTACT (Local Clause)

The point of contact for any problems associated with the payment of invoices will be the Contract Specialist, Monique Pelletier, telephone 907 384-7104 , or Facsimile (907) 384-7118.

**All payments will be made by the Government Purchase Card**

(End of clause)

## RCO-AK 008 SERVICE CONTRACT WAGE DETERMINATION (Local Clause)

**THE SCA wages rates will ONLY apply to orders issued at or below \$2,000.00**

Department of Labor Wage Determination No. 94-2017 Rev (33) dated 5/23/2005 is hereby incorporated and made a part of the resulting contract.

The wages for the different occupations listed in the above referenced Wage Determination are based on various descriptions as defined in the publication entitled, "Service Contract Act Directory of Occupations," issued by the U. S. Department of Labor. This document may be reviewed at the Regional Contracting Office - Alaska, Bldg 600, 2<sup>nd</sup> Floor, East End, Fort Richardson, Alaska.

(End of Clause)

## 52.300-4013 REQUIRED INSURANCE (Local Clause)

In accordance with Contract Clause FAR 52.228-5, entitled "Insurance Work on a Government Installation," the Contractor shall procure and maintain during the entire period of his performance under this contract at least the following minimum insurance:

TYPE	AMOUNT
* (a) Workmen's Compensation and Employer's Liability Insurance	\$100,000.00
(b) General Liability Insurance	\$500,000.00 per occurrence

\* Workers' Compensation Insurance MUST comply with the requirements of Alaska Statute 23.30.

Note: As prescribed by Clause 52.228-5, before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. Policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer. Upon request, proof of the required insurance and the endorsement shall be furnished to the Contracting Officer.

Additional Note: The Contractor shall be responsible for informing his/her employees that employee-owned vehicles operated on the Government installation, but not used in performing the contract, must comply with the following mandatory State of Alaska insurance requirements:

\$50,000.00 bodily injury or death  
of one person per occurrence  
\$100,000.00 bodily injury or death  
of two or more persons per occurrence  
\$25,000.00 property damage per occurrence



(End of clause)

RCO-AK 013 DAVIS BACON WAGE DECISIONS-COMMERCIAL (Local Clause)

- (a) General Wage Decision number AK030005 (Residential), dated 2/24/2006 and AK030001 (Building and Heavy), modification 36, dated 3/17/2006 is hereby incorporated, and will be made a part of any contract resulting from this solicitation.
- (b) This wage decision shall be the prevailing wage for the life of the contract, unless the decision is further amended under new option years.

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.204-3	Taxpayer Identification	OCT 1998
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.219-22 Alt I	Small Disadvantaged Business Status (Oct 1999) Alternate I	OCT 1998
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001

## CLAUSES INCORPORATED BY FULL TEXT

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is ( ) (insert NAICS code).

(2) The small business size standard is ( ) (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

\_\_\_\_ Black American.

\_\_\_\_ Hispanic American.

\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2004)	OCT 1997
	- Alternate I	
52.225-12	Notice of Buy American Act Requirement - Construction	JAN 2005
	Materials Under Trade Agreements	
52.236-28	Preparation of Proposals--Construction	OCT 1997

## Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY FULL TEXT

## RCO-AK 021 PROPOSAL SUBMISSION REQUIREMENTS (Local Provision)

To enable the Government to perform a thorough review of each proposal, in keeping with the evaluation criteria set forth in this section, offerors must furnish the following with offer submission:

- a. A listing of the offeror's experience in performance of Government agencies or other agreements/contracts for similar services of the variety and magnitude set forth in this solicitation. The information should include projects under \$100,000 and include the contract number, description of work performed, the term of the contract, the agency with whom the work was contracted, a point of contact, accurate phone number, and any other applicable information.
- b. Documentation that addresses the experience and qualifications of all personnel who will be performing on this contract.
- c. Documentation that addresses the experience and qualifications of any subcontractors that will provide services under this contract.

(End of Provision)

## RCO-AK 022 EVALUATION FACTORS (Local Provision)

- (a) In selecting the offer most advantageous to the Government, the following factors will be considered:
  - (b) Quality
  - (c) Past Performance
- (d) Quality and Past Performance are equal in importance
- (e) Within the Quality factor, the following subfactors are equal in importance
  - (f) Experience relate to the services required by this solicitation
  - (g) Experience relating to the contracts with the US Army
- (h) The Government is interested in proposals that offer value in meeting the requirements—quality performance at fair and reasonable prices. The following are minimum contractor past performance requirements that each proposer must meet to be considered for this Blanket Purchase Agreement (BPA).

**Paster Performance Evaluations:****Minimum of 5 years of History for:**

- e. **Licensed and bonded by the State of Alaska**
- f. **Project history with references for jobs under \$100,000.00 (most jobs will range between \$10,000 to \$40,000)**
- g. **List project history of working with State of Alaska licensed and bonded sub-contractors.**

(End of Provision)